

**Collective Bargaining Agreement
Between**

**Benton County
and the**



**Benton County
Deputy Sheriff's
Association**

July 1, 2010 – June 30, 2013

BCDSA CONTRACT 2010- 2013
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PREAMBLE

This Agreement, entered into by Benton County, Oregon, hereinafter referred to as the County, and the Benton County Deputy Sheriffs Association, hereinafter referred to as the Association, has as its purpose the definition of the entire relationship between the parties in order to promote harmonious relations between the County and the Association.

This document represents the complete and entire agreement between the County and the Association and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment which are expressly covered in this agreement and which are consistent with the primary objective of providing efficient and economical services to the citizens of Benton County.

ARTICLE 1. RECOGNITION

1.1. Association Recognized. The County recognizes the Association as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for all regular deputies who are members of the Association employed in classifications listed below and who work a schedule of .5 FTE (20 hours per week) or more. Temporary or seasonal employees who work less than 1040 hours per fiscal year are not eligible for Association membership.

The bargaining unit shall consist of the following classifications:

1. Deputy Sheriff
2. Deputy Corporal
3. Corrections Deputy
4. Corrections Corporal
5. Parole and Probation Officer
6. Parole and Probation Corporal
7. Animal Control Deputy

1.2. Definitions. For purposes of this agreement, the word "deputy" shall refer only to Benton County employees who are members of the bargaining unit as defined in Section 1 of this Article. All references to deputies in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female deputies.

1.3. Resident Deputy. The Position of Resident Deputy shall only be reinstated at the direction of the Sheriff. At such time, the position will be represented by the BCDSA and the level of compensation allowance shall be bargained at that time.

ARTICLE 2. GENERAL PROVISIONS

2.1. Zipper Clause. Nothing in this agreement is intended to preclude the County and the Association from meeting during the term of this agreement at the request of either party to discuss procedures for avoiding grievance and other problems and for generally improving relations between the parties; however, the County shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of this agreement, and to do so without bargaining either the decision to do so or its impact on the bargaining unit. The County agrees that for the initial implementation of the "General Operating Manual" to bargain the mandatory subjects of bargaining and mandatory impacts.

2.2. Notice Period Defined. In all cases herein where a notice period is referred to, that period shall be construed as consecutive calendar days, including holidays, and counting shall begin on the next full day. It shall not refer to an individual deputy's working days.

2.3. Association – Management Advisory Committee.

To improve communication between the Association (BCDSA) and the County the parties agree to establish an Association – Management Advisory Committee (AMAC). AMAC shall discuss ongoing labor-management issues and matters of mutual interest related to productivity, employee morale, mutual problem solving, and furthering the goal of general labor-management cooperation.

The Committee shall consist of an equal number of participants, not to exceed three (3) each side:

Sheriff,
County Human Resource Manager
One other Sheriff's Office Manager
Association President
Two members of the bargaining unit to be appointed by the Association.

AMAC shall meet once every other month. Either party may request an additional meeting of the Committee to be held at a mutually convenient time and place. The Committee shall have no authority to amend the terms of this Agreement or to be involved in a grievance procedure.

Because participation in AMAC is viewed as mutually desirable for Management and the Association, no person will be penalized for, or benefit from, participation in this group. Members of AMAC will not suffer loss of pay for time spent conducting AMAC business during their regularly scheduled work shift nor will any member of AMAC receive pay for time spent conducting AMAC business outside their regularly scheduled work shift.

ARTICLE 3. MANAGEMENT RIGHTS.

Except as otherwise expressly limited by the terms of this agreement, the County retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the County shall include the following:

- 3.1.** To determine the services to be rendered to the citizens of the County.
- 3.2.** To determine the County's financial, budgetary and accounting procedures.
- 3.3.** To direct and supervise all operations, functions and policies of the divisions in which members of the bargaining unit are employed.
- 3.4.** To close or liquidate any office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- 3.5.** To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain deputies; the right to determine schedules of work; the right to purchase, dispose of and assign equipment and supplies.
- 3.6.** To contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency.
- 3.7.** To determine the need for a reduction or an increase in the work force.
- 3.8.** To establish, revise and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials and equipment.
- 3.9.** To implement new, and to revise or discard wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- 3.10.** To assign shifts, workdays, hours of work and work locations.
- 3.11.** To designate and to assign all work duties.
- 3.12.** To determine the need for and the qualifications of new deputies, transfers, and promotions.
- 3.13.** To discipline, suspend, demote or discharge a deputy so long as such action is not without just cause; and to discipline, suspend, demote or discharge probationary deputies at the pleasure of the appointing authority.
- 3.14.** To determine the need for additional educational courses, training programs, on-the-

job training and to assign deputies to such duties for such periods to be determined by the County.

ARTICLE 4. NON-DISCRIMINATION.

4.1. Bargaining Unit Membership. Deputies shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters incident to employment.

4.2. Discrimination. No deputy shall be interfered with, intimidated, restrained, coerced, or discriminated against by the County or the Association incident to the exercise of his/her rights. Nothing in the agreement shall be construed as precluding or limiting the right of an individual deputy to represent him or herself in individual matters with administrative or supervisory employees of the County.

4.3. Equal Opportunity. The parties agree not to discriminate on the basis of race, religion, sex, color, disability, age, marital status, sexual orientation, or national origin in the enforcement and execution of this agreement.

ARTICLE 5. ASSOCIATION RIGHTS.

5.1. Check Off. The County agrees to deduct the monthly membership dues from the pay of those deputies who individually request in writing such deductions, and to remit the aggregate thereof to the treasurer of the Association, not later than the tenth day of the next succeeding month, together with an itemized statement thereof. Individual authorization for dues deduction shall be deemed a "contract to the contrary" per ORS 292.055(3). The County will furnish a check off form which includes deputy status and authorization to deduct dues. Each deputy must complete the check off form and return it to the finance department within the first thirty (30) days of employment.

A. **Association Officers.** Association Officers shall maintain a voluntary dues deduction form with County payroll, however, the County shall not deduct dues from the Associations Officers' pay checks. The Association is responsible for notifying the County of any changes in Association leadership.

5.2. Fair Share Agreement. It is mutually agreed and recognized by the parties that each deputy who, thirty (30) days after his/her date of hire, is a member of the bargaining unit which the Association serves as a certified agent, but who elects not to be a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. The Association represents every deputy within the bargaining unit, making each deputy a recipient of the Association's services. Therefore, the cost per deputy is fixed proportionately at the amount of dues uniformly required of each member of the Association, which amount shall be deducted monthly from each Association member and non-member's compensation and remitted monthly in the aggregate to the treasurer of the Association.

5.3. Automatic Dues Deduction. A like amount of dues will be automatically deducted from all deputies in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and by-laws of the Association and by the majority vote of its membership. Deputies terminating with less than fourteen (14) days in any pay period will not be subject to dues or a like amount in lieu of dues deducted for that period.

5.4. Amount of Dues. Such uniform amounts as the Association treasurer certifies to the County as monthly dues shall be the reasonable amount to be deducted. The Association agrees that any change in the amount of certified dues will be submitted to the Finance Director by the first of the month to become effective the following month. The Association shall not submit changes more frequently than once every six months.

5.5. Religious Tenets Objection. Any deputy who objects to paying dues based on bona fide religious tenets or teachings of a church or religious body of which such deputy is a member shall inform the County and the Association of his/her objection. The deputy shall then make monthly contributions of a like amount to a tax-exempt, non-religious charitable organization of his/her choice.

5.6. Dues Distribution. The Association agrees that no money shall be collected and/or distributed in accordance with this Article in violation of ORS 260.432(1).

5.7. Dues Deduction Indemnification. The Association agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from any cost, claim, liability or damage incurred through any legal or administrative proceeding instituted by any deputy in the bargaining unit because of the deduction of dues or any performance by the County under this Article.

5.8. Bulletin Boards. The County will furnish bulletin board space in the Parole and Probation Department, Corrections Facility, and the law enforcement building for the use of the Association. The Association may post notices and bulletins thereon provided that all material posted is clearly identified as originating from the Association. No posted material may be of a religious or political nature, or be morally in bad taste. Material that violates these tenets may be removed.

5.9. Association Meetings. The County agrees to allow Association members time off from regularly scheduled working hours without loss of pay for the purpose of attending Association meetings provided:

- A. The meeting is arranged two (2) weeks in advance at a mutually agreeable time and place, when the least disruption of service will occur.
- B. A sufficient number of deputies necessary to maintain minimum staffing will remain on the job. The County may elect to, but shall not be required to, replace bargaining unit members with exempt/supervisory personnel.

- C. Subject to approval by the Sheriff or his/her designee, meetings may be held with less than two-weeks notice, occur more than once each month and last for periods in excess of one hour.
- D. The BCDSA Executive Board may arrange regular meetings, with minimum work disruptions, on 48-hours notice to BCSO management. Emergency meetings of the BCDSA Executive Board may be called, to be held as soon as possible, with BCSO management approval. The BCDSA Executive Board will be limited to 12 regular meetings per year without BCSO management approval.
- E. No deputies shall benefit by overtime for attending a meeting.

5.10. Use of County Equipment. County equipment may only be used for activities related to grievances. Association officers, stewards, and Association Council representatives may use County-owned equipment such as telephones, computers, electronic mail, copy machines, and facsimile machines for activities relating to grievance preparation.

5.11. Policy Board. The BCSO will include the BCDSA in the creation, review, implementation and training for all BCSO policies and procedures (defined as BCSO General Orders). The mechanism for this inclusion will be through the BCSO Policy Board. The BCSO management reserves the right to implement policy absent the agreement of the BCDSA representatives.

- A. The Policy Board will consist of an equal number of management and association representatives.
- B. The Board will be chaired by the Sheriff, or his/her designee.
- C. The BCDSA representative(s) will act as full Board members in their capacity concerning the development, review, and training plans concerning policy and procedure adopted by the BCSO.
- D. The Board will complete a review of all BCSO General Orders at least once during the term of this agreement.
- E. The Board will meet as needed to complete the development and review of the BCSO General Orders.

ARTICLE 6. STRIKES.

6.1. No Strike Guarantee. The Association and its members, as individuals and as a group, will not initiate, cause, participate or join in any strike, work stoppage, slow down, picketing or any other concerted restriction of work at any location in the County. Disciplinary action, including discharge, may be taken by the County against any member of the bargaining unit engaged in a violation of this Article.

6.2. Return to Work. In the event of a strike, work stoppage, slow down, picketing or other restriction of work in any form, whether on the basis of individual choice or collective conduct, the Association will, upon notification from the County, attempt to secure an immediate and orderly return to work.

6.3. No Lock Out. During the term of this agreement, the County will not initiate a lock out over a dispute with the Association.

ARTICLE 7. ASSOCIATION ACTIVITY.

7.1. Association Business. The Association agrees to provide written notice to the County within fourteen (14) days of appointment or election, of the names of all Association officers and other designated Association representatives.

Except as otherwise herein expressly permitted or agreed to by the County, Association business, other than grievances, shall normally be transacted outside of normal working hours.

The president or a designee may conduct Association business directly related to the filing and subsequent processing of a deputy's grievance during working hours without loss of pay, provided that notice is given to the County.

Duties required by the Association or its officers, except meetings with the County, supervisory personnel, or aggrieved deputies concerning grievance matters, shall not interfere with any deputy's regular work assignments.

7.2. Negotiations. The members of the negotiation committee appointed by the Association will have their schedules adjusted to provide an opportunity to meet with the County. Up to three members of this committee will receive full pay during any negotiations scheduled during his or her normal work shift.

ARTICLE 8. HOURS OF WORK AND OVERTIME.

8.1. Application of This Article. This Article is intended only as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week.

8.2. Regular Hours. Working hours for each deputy shall be regular and consecutive except for rest and lunch periods. The County may institute a flex schedule with fourteen (14) days notice to the affected deputy. Deputies receiving less than fourteen (14) days notice shall receive overtime pay for the days between actual notice and the 14-day provision. Upon mutual agreement, or declaration of an emergency by the County, or by the Sheriff or his/her designee, the notice period shall be waived. Work schedules showing the deputy's work days and hours shall be posted on an approved departmental bulletin board. Except for emergency situations, as declared by the Sheriff, changes in the work schedule shall be posted fourteen (14) days prior to the effective date of the schedule or shall be subject to overtime pay as set out in this section.

8.3. Normal Workweek. Excluding meal periods, the normal workweek shall consist of forty (40) hours per week, worked in five (5) consecutive days, with at least two (2) consecutive days off. The County may, at its option, institute a schedule of four (4) consecutive days of ten (10) hours, followed by three (3) consecutive days off; or an approved twelve (12) hour schedule. An exception to the above may occur during a rotation period, when deputies may work more or less than their regularly scheduled workweek, subject to the overtime requirements of Article 8.5.

All members of the bargaining unit shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting time. The work day shall include rest and meal periods, and may, when designated by the County, include briefing and/or training periods.

8.4. Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all deputies during each half shift. A meal period will be provided at the mid-point of each shift unless prevented by an emergency. In such an event, the meal period will follow the emergency. Rest or meal time not utilized may not accumulate for later use.

8.5. Overtime Premium. Except when a flex schedule is mutually agreed to pursuant to Section 8.8, an employee shall be paid or granted compensatory time off at the employee's discretion at one and one-half (1-1/2) times his/her regular rate of pay for all time worked in excess of eight (8) hours per day for five-day per week employees, or ten (10) hours per day for four-day per week employees, or forty (40) hours in any scheduled workweek. All hours paid by the County, including but not limited to actual hours worked, paid sick leave, paid vacation leave, and paid holiday leave, shall apply. Payments from non-County sources, including but not limited to workers' compensation and long-term disability, shall not constitute salary paid by County.

No employee may work overtime unless authorized by the Sheriff or the Sheriff's designee.

8.6. Compensatory Time. Accrued compensatory hours shall not exceed eighty (80) hours on December 1st. Compensatory accruals in excess of eighty (80) hours shall be cashed out at the employee's regular rate of pay on December 1st of each year with the following exception: overtime accrued while designated as Acting In Charge (AIC) under the provisions of Article 19 Classification, Section 19.1, shall be paid as accrued.

Compensatory time used must be scheduled with, and will be approved by, the supervisor taking into consideration the needs of the efficient operations of the division. Denials shall be in accordance with FLSA.

Records of overtime and compensatory time will be maintained by the County and be available for inspection by any deputy upon reasonable request.

8.7. Call-in Time. When approved by the County, deputies who are requested to return to duty outside their regularly scheduled shift shall be compensated at a rate of time-and-one-half (1-1/2). If the call-in occurs on a normal working day or a normal day off, a minimum of three (3) hours, or actual time, whichever is greatest, shall be paid. This includes all court appearances out of shift. Deputies shall submit to the County all subpoena fees for in-line-of-duty court appearances.

8.8. Flex Schedules. A flex schedule may be approved when a special requirement is identified that requires a flexible schedule. When a flex schedule is required, the Parties must mutually agree to the schedule change. If mutually agreed between the deputy and management, the normal fourteen (14) day notice period may be waived. A flex schedule is intended to accommodate the special needs of the Parties and shall not be used to increase overtime payments.

8.9. On-Call Pay. Employees on on-call duty are those who must be available to the phone, pager or other calling device at all times during a designated period. Employees on on-call duty shall be responsible to perform assignments and respond to calls as may be required.

The employee, other than parole & probation officers, shall receive compensation of ten (10) hours straight time for each seven (7) day period spent on on-call or prorated on a daily basis if less than seven (7) days. Such compensation may be at the employee's discretion in either payment or compensatory time off.

Parole & Probation officers contacted by phone or pager which results in a response, while off duty, shall be compensated with thirty (30) minutes of straight time for each call. Multiple calls received within a thirty (30) minute period will be considered part of the thirty (30) minute period. This payment does not apply if the employee is already on compensated on-call time, pursuant to the above paragraph or if the phone call results in payment of call-in time, pursuant to section 8.7.

8.10. Shift Bidding by Seniority

- A.** The Department shall furnish Deputies the bid schedule with available shifts for an upcoming shift year with not less than sixty (60) days notice. Deputies may exercise their seniority, within rank, to bid for shifts for the entire shift year. Shift year schedules shall be completed and posted no later than January 1 for the upcoming calendar year. Shifts shall be set for four (4) month rotations unless the County needs to temporarily modify the shift duration due to business or operational needs.
- B.** The Department shall furnish Deputies the bid schedule with available days off for an upcoming shift period with no less than thirty (30) days notice. Deputies may exercise their seniority, within rank, to bid for days off for the upcoming shift period. Shift period schedules shall be completed and posted with no less than fourteen (14) days in advance of the new shift.
- C.** Following each of the two bidding processes (shift and days off), management will review the staffing for the shifts. If management feels that changes need to be made, volunteers will be solicited to make the schedule adjustments. If the adjustment can not be made by mutual agreement of affected employees, management will move the least senior employee(s) practical to accomplish shift balance needs. These adjustments shall be for bona fide reasons and are not to be done capriciously.
- D.** If short-notice, unforeseen, bona fide circumstances arise that require changes to a shift schedule (medical issues, administrative, etc.), volunteers will be solicited to make necessary schedule adjustments. If the adjustment can not be made by mutual agreement of affected employees, management will move the least senior employee(s) practical to accomplish shift balance needs.
- E.** All deputies will be afforded a reasonable opportunity to bid for shifts and days off. If a deputy fails to exercise his/her seniority bid options the Deputy shall drop to the bottom of the shift bidding seniority list for the particular shift/schedule process. Once a Deputy has exercised his/her seniority bid option, s/he may not change that bid position unless by mutual exchange with another Deputy and approval from the division Lieutenant.
- F.** Management may assign shifts and days off to probationary deputies, deputies on a work-plan, and/or deputies who have been directed to work a particular schedule as a condition of a disciplinary action. These assignments will be only for the period of probation, work-plan, or disciplinary action.
- G.** If an employee returns to rotating shifts from a non-shift assignment as a planned rotation or from an eliminated position, seniority shift and days off bidding shall apply to the next occurring and subsequent rotating shift periods regardless of when the return to rotating shifts occurs.

If a transfer occurs for any reason, other than a planned rotation, after shift bidding has been completed and posted, the employee shall exchange shifts for the remainder of the shift bid year with whoever replaces them in the assignment. However, days off bidding will apply for the next shift period and the remainder of the shift bid year.

H. Mandated Shifts: Corrections Deputies who are assigned to a rotating shift schedule may not sign-up for the same shift for more than two consecutive shift periods in the given yearly schedule. All Corrections Deputies assigned to a rotating shift schedule will work each shift at least once in a two-year period.

8.11. Rollover. In the event that a deputy works less than forty (40) hours in a workweek due to a shift rotation or divisional in-service training periods, the deputy shall continue to be compensated without loss of pay or deduction in any leave bank to make up the difference in the County work week and the deputy's roll-over schedule. However, leave banks will be charged for absences in the work week according to the terms of this Agreement.

Deputies may be scheduled days off at the County's discretion during a shift roll-over work week that exceeds forty (40) hours. However, employees will not be required to work in excess of four (4) days in a row on a 4/10 schedule or five (5) days in a row on a 5/8 schedule without at least one (1) day off. Failure to provide the day off will result in the payment of overtime for all days worked in excess of four (4) or five (5) days until the employee is given a day off.

ARTICLE 9. OUTSIDE EMPLOYMENT.

9.1. Conditions for Outside Employment. Deputies shall not engage in compensated outside employment without prior approval from the Sheriff.

Permission to engage in outside employment while a deputy with the County for a period of 30 calendar days or less may be approved by the Sheriff. It shall be the responsibility of the Sheriff to ensure that deputies refrain from engaging in activities which do not meet the following criteria:

- A.** Be compatible with the deputy's County responsibilities.
- B.** Not interfere with or adversely affect the performance or efficiency of the deputy's County work performance.
- C.** In no way be a discredit to County employment.
- D.** Not constitute an apparent or real conflict of interest nor present any liability to the County due to the nature, conditions, competition or some other aspect of the activity.

In the event the request is for a longer period, or continuing in nature, the Sheriff must

submit the request, with his/her recommendation for approval or denial, to the Personnel Director. The Personnel Director shall approve or deny the proposal based on compliance with the above criteria. The Personnel Director will notify the Sheriff of the proposal's approval or denial.

The Sheriff may, at any time, revoke permission to hold outside employment when s/he determines that the outside employment is or has become incompatible with County employment.

ARTICLE 10. UNIFORMS.

10.1. Deputy Sheriff Uniforms. Deputy Sheriffs shall be furnished the uniforms and equipment needed to perform their duties appropriately and safely, in accordance with the department's general orders.

10.2. Ownership. All issued equipment remains the property of the County and shall be returned to the County upon demand or upon termination. Equipment unaccounted for shall be charged to the individual deputy.

10.3. Uniformed Deputy Cleaning Allowance. Uniformed deputies may bring their uniforms into the Law Enforcement Center for pick-up, cleaning, and return. Or the uniform may be taken to an approved cleaning company. Cleaning service shall be provided by the County.

10.4. Personal Clothes. The County will reimburse any deputy wearing his/her personal clothing when a bona fide claim is submitted stating that his/her clothing was damaged or destroyed because of employment.

10.5. Change in Uniform Style. The County agrees to consult with the Association before any change in uniform style is approved.

ARTICLE 11. HOLIDAYS.

11.1. Holidays. The following are approved holidays:

1. New Year's Day - January 1
2. Independence Day - July 4
3. Thanksgiving Day - Fourth Thursday in November
4. Christmas Day - December 25

11.1.1. Each employee shall receive a total of eighty (80) hours per fiscal year in a designated holiday leave bank. This time shall be credited to the employee's holiday leave bank on July 1. Holiday leave bank hours shall be used at the discretion of the employee. Leave time requests shall be treated the same as compensatory time off requests.

Leave hours will be prorated at the rate of 6.67 hours per full month of employment for newly hired employees.

Employees may only use up to forty (40) hours in the first half of the fiscal year or the prorated amount for employees hired in the first half of the fiscal year.

Any unused hours as of June 30 shall be paid at straight time.

If an employee separates from service prior to the end of the fiscal year, unused holiday leave shall be cashed out on the prorated basis of 6.67 hours per month.

11.1.2. In addition to the above approved holidays, employees shall be compensated pursuant to this article for any day declared or approval by the Board of Commissioners as a holiday.

Designated holidays for other employee bargaining units of Benton County do not constitute an additional holiday pursuant to this Section.

11.1.3. By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

11.1.4. As applied to this Article, the fiscal year will end on June 30th.

11.2. Holiday Date Modification. The above mentioned dates may be modified by mutual consent if inconsistent with state and/or federal actions subsequent to this agreement.

11.3. Holiday Pay -- Holiday Not Worked. Any deputy who does not work on the approved holidays listed in Section 11.1 shall be paid one day, using code 21 or 22 (day off paid at straight time or day off paid with straight comp time), provided the deputy works or is on authorized paid leave the last day before and the first scheduled day after the holiday. Holiday pay shall be prorated for part-time deputies based on their approved FTE.

11.4. Holiday Pay -- Holiday Worked. Any deputy who works on any approved holiday listed in Section 11.1 may select compensatory time, paid time, or an exchange day in lieu of the holiday. If the deputy selects compensatory time or paid time, the rate shall be two and one-half times the regular rate of pay for the first eight or ten hours (whichever is applicable to his or her schedule) and three times the regular rate of pay for any time worked thereafter. If the deputy selects an exchange day, it must be utilized during the workweek in which the holiday occurred.

11.5. Holiday Notification. If management needs minimum staffing at any time, management will give employees as much notice as possible but not less than fourteen (14) days. Management will allow employees to volunteer to take holidays off and, only if there are no volunteers, will management assign days off to achieve minimum staffing levels for holidays, management shall use all reasonable efforts to rotate the assignment so that it does not impact any one employee more than others.

ARTICLE 12. LEAVE DUE TO DISASTER OR ADVERSE WEATHER CONDITIONS.

12.1. Leave Due to Disaster. In the event of a disaster which destroys or renders a County-occupied building unsafe, the employees who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals until exhausted or until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident shall be without pay.

12.2. Leave Due to Adverse Weather Conditions. In the event of adverse weather conditions that may jeopardize an employee’s ability to travel to or from work, the employee may, with BCSO management approval, request paid leave. The employee may use any of his/her leave accruals, including sick leave, to cover this leave. If the employee has no leave accruals, this leave shall be without pay.

12.3. Notification. The Benton County Board of Commissioners is the sole designated authority to declare 12.1 or 12.2 implementation due to disaster or adverse weather conditions. The BCSO management personnel are not authorized to place BCDSA members on leave absent a declaration of 12.1 and/or 12.2 implementation by the Board of Commissioners.

ARTICLE 13. VACATION LEAVE.

13.1. Accrual. All deputies shall accrue vacation leave in the following manner:

<u>EMPLOYMENT TIME</u>	<u>ACCRUAL HOURS</u>
1st through 4th year	8 hours per month
5th through 9th year	10 hours per month
10th through 14th year	12 hours per month
15 th through 19 th year	14 hours per month
20th through 24th year	16 hours per month
25 years and over	18 hours per month

Probationary deputies shall not accrue vacation leave for approximately the first six (6) months of employment. Full-time probationary deputies shall be granted 48 hours of vacation leave upon successful completion of 1040 hours of service. Part-time probationary deputies shall be granted vacation leave on a pro-rated basis, based on their positions' established FTE. As applied to this Article, the fiscal year shall end on June 30th.

13.2. Scheduling. Deputies shall be permitted to choose either a split or an entire vacation period. Vacations shall be scheduled within each division considering the needs of and the efficient operations of the division. Deputies shall have the right to select vacation leave based on seniority. Each deputy may exercise such seniority within his/her division only once, and thereafter select an alternate period after all other deputies have selected their vacation leaves.

13.3. Work During Scheduled Vacation Leave. If any deputy, because of an emergency, is required to work during his/her scheduled vacation, he/she shall be paid at his/her regular rate of pay. The vacation leave shall then be re-scheduled to a mutually acceptable date.

13.4. Accumulation. Accumulated vacation equivalent to the annual vacation earned by the deputy in the preceding year may be carried over for one (1) year (Maximum vacation accrual may not exceed twice the deputy's annual accrual). Every deputy shall be granted reasonable utilization of accrued vacation leave. Unreasonable denial of utilization by the County will not result in forfeiture of accrued vacation leave.

13.5. Separation or Death. Upon separation or death of a deputy, all accumulated vacation shall be paid directly to the deputy or his/her estate, whichever is appropriate.

13.6. Annual Vacation Cash-Out. Deputies shall have the option of cashing out a maximum of forty (40) hours of accrued vacation time when a minimum of eighty (80) hours of accrued vacation and/or compensatory time is taken off in the same fiscal year.

Deputies with twenty (20) or more years of service shall have the option of cashing out a maximum of forty (40) hours of accrued vacation time when a minimum of forty (40) hours of accrued vacation and/or compensatory time is taken off in the same fiscal year.

Cash-Out may be requested once during a fiscal year. Cash-Out requests must be submitted to Human Resources.

ARTICLE 14. SICK LEAVE.

14.1. Accrual. All full-time deputies shall accrue sick leave at a rate of eight (8) hours per month to be used in the event of illness of the deputy or a member of his/her immediate family or household. Immediate family is defined as spouse, domestic partner, parent, or minor child. In relationships other than those set forth above, and under exceptional circumstances, the Sheriff may grant such leaves of absence. All part-time deputies shall accrue sick leave on a pro-rated basis. Sick leave may accumulate to a maximum of 1260 hours.

No employee may utilize sick leave before actually accruing such leave; however, new employees may use accrued sick leave during their probationary period. The County may, at its discretion, require verification of the usage of sick leave of more than two (2) days, or where an established pattern of sick leave usage suggests potential abuse, by requiring the employee to submit a physician's statement justifying his/her use of sick leave before payment of the sick leave is approved. Sick leave usage is limited to periods of illness of the employee or member(s) of his/her immediate family as defined in this Section. Abuse of sick leave shall subject the employee to disciplinary action.

14.2. Coordination of Benefits. Any employee who sustains an accident while on the job for the County which results in a compensable workers' compensation illness or injury, shall

be covered under the County's worker's compensation program.

A decision on acceptability and compensability of a claim is normally made within the first 14 calendar days of an injury and if not, the insurance carrier is required to pay time loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a worker's compensation claim to use sick, vacation or compensatory time during the first 14 calendar days of an alleged workers' compensation injury. Once the workers' compensation carrier either accepts the claim or commences payment of time-loss to the employee, the County will cease salary payments, chargeable to the above mentioned leaves, until the employee returns to work. The employee will rely on time-loss payments from the worker's compensation carrier for his/her compensation.

If the injured employee has utilized leave accruals due to a delay in receiving workers' compensation carrier's approval, the employee shall reimburse the County upon receipt of workers' compensation payments for any payments received beyond the initial 14 days. Leave accruals will be reinstated.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue the enrollment of an employee under all normal insurance coverage to which the employee was otherwise entitled prior to any workers' compensation injury. If the employee works less than or equal to fifty percent of the scheduled hours for any pay period, the County will pay the employee's "co-pay" portion of any insurance premiums. If the employee works more than fifty percent of the scheduled hours, the employee will be responsible for paying the "co-pay" amounts. This continuation provision shall not extend for a period greater than that which is specified in the County's Personnel Policies.

For injuries which extend for partial pay periods, the County will make up for any premium co-payment which is not covered by the employee's normal payroll. For injuries which extend beyond a pay period, the County will pay the full premium including any co-payment which the employee was required to pay.

14.3. Scope. Sick leave may be used because of a recognized mental health condition or illness or injury due to which the deputy is unable to adequately perform his/her normal work duties; or, when as a result of the foregoing it is necessary to seek medical, psychological or dental care. Sick leave may be used in the case of an illness in the deputy's immediate family when necessary. In addition, sick leave may be used for normal medical or dental check-ups. A deputy utilizing sick leave must give reasonable notice to his/her supervisor or the supervisor's designee.

14.4. Retirement, Disability or Death. Subject to Article 17, Section 2, upon retirement, a deputy eligible for retirement benefits under the Oregon Public Employee's Retirement System (PERS), shall have the option of receiving payment for a percentage of his/her accumulated sick leave in cash. Current members of the BCDSA shall be grandfathered in

at the option of receiving payment of up to three-fourths (3/4) of his/her accumulated sick leave in cash, and using his/her remaining accumulated sick leave to calculate the final average salary for retirement benefits through PERS in accordance with the provisions of ORS 237.305. Employees hired after July 1, 1998, will have the option of receiving payment of up to half (1/2) of his/her accumulated sick leave in cash, with the remaining accumulated sick leave to be calculated in the final average salary for retirement benefits through PERS. In case of a deputy's death or permanent disability, the deputy or his/her designated beneficiary shall receive full payment for all accrued sick leave.

14.5. Unused Sick Leave Conversion. At the completion of each fiscal year, each Deputy may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1995-96 fiscal year, each Deputy with fifteen (15) to nineteen (19) years service may convert unused sick leave into vacation leave at the rate of one and one-half (1.5) hours of sick leave for one (1) hour of vacation. Additionally, each Deputy with twenty (20) years service or more may convert unused sick leave into vacation leave at the rate of one (1) hour of sick leave for one (1) hour of vacation. This shall be done as follows, beginning with the 1993-94 fiscal year:

1. Each full-time Deputy must maintain a minimum sick leave bank of 48 hours, to be reserved for sick leave. Part-time eligible Deputies shall maintain a minimum sick leave bank on a pro-rated basis according to their established FTE. In no case, however, may this sick leave bank be less than twenty-four (24) hours. Example: an employee has an FTE of 0.75, his/her minimum sick leave bank is 36 hours ($48 \times 0.75 = 36$).
2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted.
3. Sick leave may not be converted if the conversion will result in a negative balance.
4. All conversions must be accomplished during the period of July 1st through July 31st of each fiscal year, or at the time of voluntary termination.
5. Sick leave conversion options shall not apply to any Deputy who is terminated or discharged for cause.
6. As applied to this Article, the fiscal year will end on June 30th.

14.6. Voluntary Transfer of Sick Leave. Sick leave may be transferred to an ill or injured employee pursuant to the conditions set forth in the County's Personnel Policies.

ARTICLE 15. LEAVES OF ABSENCE.

15.1. Leave Procedure. Deputies may request a leave of absence for the purposes specified in this Article. Each request shall be judged by the Sheriff on its merits and on the basis of the guidelines provided in this section.

No leaves of absence, with or without pay, shall be granted unless a request is submitted by the deputy in writing to the Sheriff and/or the Board of Commissioners when necessary. Approval of leaves shall be obtained prior to the beginning of the leave periods.

15.2. Parental Leave. Parental leave will be granted upon written request to the Sheriff for a period not to exceed one hundred eighty (180) days (approximately 24 weeks), inclusive of paid leave accruals.

No leave may exceed a maximum of six (6) calendar months (1040 hours).

The deputy must first utilize all paid leave accruals, including sick leave, vacation leave, and compensatory leave. Leave extending beyond paid accruals shall be considered leave without pay. Continuation or pro-ration of benefits during periods of leave without pay shall be subject to pre-payment of applicable premiums by the deputy. All pre-payment of premiums shall conform with rules established by the Finance Department. At the end of this leave, the deputy will resume his/her prior position. Notice of granting this leave shall be sent to the Personnel Director.

15.3. Family and Medical Leave Act. Employees who have completed their probationary period may use up to twelve (12) weeks (480 hours) of leave during any rolling twelve (12) month period for the purpose of caring for a child following birth, or placement for adoption, or foster care; for a spouse, domestic partner, son, daughter, or parent who has a serious health condition; or for a serious condition that renders the employee unable to perform his/her job. The employee may choose to utilize this leave on an incremental (hourly) or full-time basis, and may further, choose to coordinate this leave with an approved workers' compensation claim.

The employee shall be required to utilize accrued leave balances, including vacation leave, sick leave, compensatory leave, and personal leave before utilizing unpaid leave.

For duration of leave under this Act, the employee's health, dental, life, and disability insurance coverage shall continue provided that the employee continues to pay any co-payment of premiums that existed prior to the commencement of this leave.

15.4. Witness or Jury Duty. When a deputy is called for jury duty, or is subpoenaed as a witness in a capacity other than that of a law enforcement officer, he/she shall continue to receive his/her regular salary and shall transfer all compensation received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness in a capacity other than that of a law enforcement officer, as well as statutory mileage fees provided for the use of the deputy's private vehicle, shall be

retained by the deputy. Failure to comply with this Section shall be cause for disciplinary action.

15.5. Compassionate. In addition to regular sick leave, a deputy shall be granted up to three (3) days leave of absence with pay per year in the event of death in the immediate family of the deputy, to make household adjustments or to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the deputy's home, he/she will be granted an additional two (2) days paid leave of absence. This leave shall not be charged to any other accrued leave. Immediate family is defined as spouse, domestic partner, parents, children, brothers, sisters, grandparents, father-in-law, mother-in-law, sisters-in-law, and brothers-in-law, or other member of the household (refer to Personnel Rule 13.11). In relationships other than those set forth above, and under exceptional circumstances, leave may be approved by the Sheriff.

15.6. Military. A deputy with over six (6) months service with the County, who is a member of the National Guard or a reserve component of the Armed Forces of the United States shall be entitled to a leave of absence with pay and without impairment of his/her rights or benefits for a period not exceeding 15 calendar days per federal year (October 1 to September 30th). Leave in excess of 15 days per year shall be without pay or through use of accrued leave, at the employee's choice. Any use of accrued leave shall be in accordance with the terms of this Agreement. Military leaves of absence and reinstatement of employment shall conform to applicable state and federal laws.

15.7. Professional Education Leave. After completing two (2) years of continuous service, a deputy may, upon written request, be granted a leave of absence without pay by the Sheriff. This leave must be for the purpose of upgrading professional abilities and enrollment must be at an accredited school. The period of such leave shall not exceed one (1) year and may not be granted more than once in five (5) years.

15.8. Certified Training. The Sheriff may establish minimum police training programs, designating the number of hours of training and the course material. Deputies will receive appropriate pay for all time spent in certified training when it occurs off their regular shift. The Sheriff will notify the Association of all training requirements. The Sheriff, for reasonable cause, may waive certain training requirements in individual cases; however, failure to complete required training may result in loss of certification pay and/or disciplinary action. The County shall pay for all required training.

15.9. Leave Without Pay. The Sheriff may, for any reasonable purpose, grant leaves of absence without pay for a period not to exceed one hundred eighty (180) days. Deputies must exhaust all vacation and compensatory leave prior to being placed on leave without pay status. Vacation leave accruals, sick leave accruals, fringe benefits, and other contractual provisions do not continue during leaves of absence without pay. The Sheriff shall notify the Personnel Director whenever s/he places a deputy on leave without pay.

ARTICLE 16. WAGES AND SALARIES.

16.1. Wages. Effective July 1, 2010, the salary schedule for positions in the bargaining unit shall be increased five (5) percent across the board.

Effective July 1, 2011 the salary schedule for positions in the bargaining unit shall be increased by the CPI-U Western Cities B/C Index annual increase from the previous year with a minimum of two (2) percent and a maximum of four (4) percent.

Effective July 1, 2012 the salary schedule for positions in the bargaining unit shall be increased by the CPI-U Western Cities B/C Index annual increase from the previous year with a minimum of two (2) percent and a maximum of four (4) percent.

16.2. Step Increases. On the 1st day of the month following completion of 1040 hours of employment, deputies shall be eligible to receive a step increase from the initial hire step to the next step in that position's pay range. Approximately six (6) months thereafter, on the deputy's one-year anniversary, the deputy will be eligible to advance an additional step in the position's pay range. Step increases may be granted annually thereafter, on the deputy's established anniversary date, until the deputy reaches the top step of the position's pay range. For purposes of annual step increases, the anniversary date of employment for each deputy shall be adjusted to the first day of the month in which he/she was hired. For good cause, the Sheriff may deny or delay any step increase. If this action is taken, the Association shall be notified of the circumstances.

16.3. Pay Periods. Paydays for all employees shall be twice a month. Paydays shall be on the last day of the month and on the fifteenth (15th) of each month. If the last day of the month or the 15th should fall on a weekend or holiday, payday will be on the last working day prior. All payroll deductions shall be spread equitably between the two checks.

16.4. Certification Pay. In addition to regular pay, all full-time certified deputies shall be entitled to certification pay recognizing professional competence by the Department of Public Safety Standards and Training (DPSST) as follows:

- A. Intermediate DPSST certification, three percent (3%) of the deputy's salary step.
- B. Advanced DPSST certification, three percent (3%) of the deputy's intermediate certification salary step.

Certification pay shall begin at the beginning of the next pay period, following issuance of certification by the DPSST.

16.5. Assigned Position. When any member of the bargaining unit occupies more than one classification at the same time, he/she may be paid from either classification, but not from both. The member may select the classification he/she desires. If no selection is made, he/she shall be paid from the classification that has the higher salary.

16.6 Premium Pay. For bilingual proficiency in Spanish members of the bargaining unit certified by the Department shall have up to five (5) percent added to the base wage which

includes certification pay. The amount of the premium pay will be determined through a testing process that assesses an individual's ability to read, write and speak Spanish. Those individuals passing all three phases of the assessment will receive a five (5) percent premium. Those passing only the speaking assessment shall receive a two and one-half (2.5) percent premium. Certification will be necessary every three years from date of initial certification to retain the premium pay. The Department will devise and implement the certification standards and may revise them at any time.

Certified Field Training Officers, acting in that capacity, shall have five (5) percent added to the base wage which includes certification pay.

Employees assigned to Detectives shall have seven and one half percent (7.5) percent added to their base wage. The assignment to Detective will be a rotating assignment on a three to five year cycle.

Employees assigned as a Canine Handler shall have five (5) percent added to their base wage which includes DPSST certification pay. Once certified as a canine handler, the employee will be required to maintain the certification to continue to receive the premium pay.

16.7. Deferred Compensation. The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility of membership and regulations governing participation will follow all IRS regulations and all appropriate state and federal statutes.

The County will contribute one and one-half percent (1.5%) of the employee's base wage, after full-time employment of six (6) months, when in active pay status to the employee's deferred compensation account. Base wage includes certification pay, FTO pay, bilingual pay, and working out of class compensation for the purposes of this section. Contributions are at straight time wage only. This excludes compensation received from overtime, super holiday pay, leave bank pay off, compensatory time bank cash out, holiday bank cash out, and final check pay off.

16.8. ORPAT Testing. Beginning sixty (60) days following the execution of this Agreement, the County shall provide at least one opportunity per year for BCDSA members to take the ORPAT fitness test.

Employees passing in under 5 minutes shall receive two (2) percent of base pay for one year beginning with the start of the pay period following passing the test.

Employee participation in the testing is voluntary. The County will schedule the dates and times for the testing. Employees will be permitted to take the test while on duty, if available, without loss of pay and no overtime liability, or while off duty with no monetary liability to the County.

Employees shall have the ability to do one makeup test within sixty (60) days after the initial test if they were unable to take the test as scheduled due to vacation, illness, or training.

Employees unable to participate in the fitness testing due to injury or illness shall be provided an opportunity to test at the next scheduled testing event following their release for full duty. Such testing qualifies for the incentive until the next regular annual testing.

ARTICLE 17. FRINGE BENEFITS.

17.1. Medical Hospital, Dental, Vision. The County shall provide a high deductible health (HD) plan option with a health savings account (HAS). The amount of the employer contribution into the health savings account shall be set at fifty percent (50%) of the deductible established by the IRS for Health Savings Account (HSA) plan and the employee shall be responsible for the remaining fifty percent (50%). The County shall pay the full premiums for the HD plan, not to exceed the premium of the PPO traditional plan.

The County shall also offer the PPO traditional plan. The PPO traditional plan deductible, which shall not apply to insurance-company approved preventive care or prescription costs, will be \$150 – single, \$300 – two party, and \$450 – full family.

For insurance year 2010, 2011 and 2012, the County shall pay ninety percent (90%) and the employee ten percent (10%) of the PPO traditional plan through payroll deductions.

Part-time employee's insurance costs will be prorated by FTE.

17.2. Waiver. If the insurance plan is cancelled by the carrier during the term of this agreement the County will immediately provide written notification to the Association that the parties shall enter into negotiations for thirty (30) days. If there is no mutual agreement the parties shall submit the dispute to an interest arbitrator in accordance to ORS 243.746.

17.3. Retirement Option. The medical insurance retirement option shall be available only to employees hired prior to the date of signing of the 2001 Collective Bargaining Agreement. BCDSA employees employed prior to the date of signing will be grandfathered and eligible for the benefit as described in the collective bargaining agreement July 1, 1998 – June 30, 2001, Article 17 "Fringe Benefits", Section 17.4 "Medical Insurance Retirement Option."

17.4. Life Insurance. The County agrees to provide the following life insurance coverage:

1. Public Safety Officers life insurance per ORS 243.005 through 243.055.
2. Term life insurance in the amount of \$10,000.00.
3. Accidental death and dismemberment rider in the amount of \$100,000.00. (24 hour coverage)

17.5. Liability Insurance. The County agrees to provide general liability insurance which will provide protection against claims arising out of the deputy's conduct while performing official duties, provided such conduct is absent malice and is undertaken with reasonable

cause and/or reasonable probable cause. Nothing in this section is intended to defend bargaining unit members who act arbitrarily, capriciously, or outside the scope of their employment.

17.6. Health and Welfare Proration. Part-time employees who's FTE is 0.5 or greater shall have the County's share of Health and Welfare costs prorated in direct proportion to their position's established FTE.

17.7. Long-term Disability Insurance. The County agrees to maintain long-term disability insurance for all deputies that is substantially equal to or better than the coverage currently in effect, providing maximum benefits of two-thirds (2/3) of the salary of the highest paid member of the Association.

ARTICLE 18. PROBATION.

18.1. Definition. All deputies newly hired into a classification within the bargaining unit shall be considered probationary until they complete a probationary period. The probationary period for full-time deputies shall be eighteen (18) months of trial service, during which the deputy serves at the pleasure of the appointing authority and can be discharged without just cause. Part-time deputies shall have their probationary period prorated in accordance with their position's established FTE. Off probation dates are established as the first day of the next pay period following completion of minimum probation service.

18.2. Promotional Probation Period. A promotional probation period shall be 1040 hours in length. A deputy serving a promotional probationary period shall revert to the same or equal position previously held prior to the promotion if he/she is deemed by the County to be unsatisfactory in the promoted position.

ARTICLE 19. CLASSIFICATION.

19.1. Working out of Classification. A deputy assigned the major duties and responsibilities of a higher rated position shall receive compensation at Step 1 of the higher classification or a one-step increase in his/her permanent classification, whichever is greater, provided such assignment is designated by the County and provided that the assignment is for more than fourteen (14) days

This Article shall not apply to a deputy working in a job-related training program by mutual consent between the deputy and the County.

The County will designate working out of classification in writing when such duties are assigned.

19.2. Classification Not Guaranteed. The classifications or job titles in the pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that

these classifications or titles will continue to be utilized by the County.

19.3. Reclassification Request. The personnel rules provide a procedure to insure a complete review by the Personnel Department of all requests for reclassification. The County shall send to the Association notice of all requests for reclassification evaluations of members of the bargaining unit within fourteen (14) days of receipt of the request in the Personnel Department.

Reclassification requests may be initiated by a member of the bargaining unit who believes the position to which s/he is assigned is improperly classified. The request will be forwarded to the Sheriff for review. The Sheriff's review and recommendation will thereafter be forwarded to the Personnel Department within fourteen (14) days following his/her receipt of the request. Additionally, the Association may independently initiate reclassification requests to be processed as if the deputy had initiated the request. Any adjustment to the salary range shall not be authorized until approved by the Board of Commissioners, nor implemented until approved by the Sheriff.

19.4. Reclassification Review Limitation. Unless a position description has been substantially changed, classification reviews shall be limited to one (1) review per represented position during the term of this agreement.

19.5. New Classification. If the County establishes a new classification, or materially revises an existing classification of a position within the bargaining unit, the County shall provide the Association with a copy of the new job description and salary range within fourteen (14) days following final approval by the Board of Commissioners. Within fourteen (14) days following notice to the Association, the Association shall have the right to initiate discussions limited to the salary range assigned to the new classification. If discussions have not been initiated by the Association pursuant to the notice period herein, the salary range so assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to the start of the pay period following receipt of the request in Human Resources or when implemented by the Sheriff, whichever occurs later. During the pendency of bargaining, the County may implement the proposed salary range. If no agreement is reached, the parties agree to final and binding arbitration of the parties' last best offer.

ARTICLE 20. SENIORITY, LAY-OFF, AND FILLING OF VACANCIES.

20.1. Definition. Seniority shall be the deputy's length of continuous service in the bargaining unit, beginning on the initial date of hire into a division or, if promoted into a different classification, beginning on the date of promotion.

Seniority, for the purposes of layoff and recall only, shall be the employee's length of continuous service in the bargaining unit beginning on the initial date of hire into a division.

Seniority, for all other purposes (e.g. shift bidding, vacation sign-up, etc.) shall be the employee's length of continuous service in their current classification.

In the event that two or more individuals in a classification share the same hire date, seniority relative to these individuals will be calculated by the hours of service maintained by the Human Resources Division. Hours of service are defined as actual hours worked, FMLA, military leaves and paid leave periods as of July 1 of each year.

In the event that two or more individuals are promoted into the same classification on the same date, seniority within the classification will be determined by their hire date into the division.

20.2. Application of Seniority. A deputy's seniority shall not apply until the successful completion of the probationary period (as defined in article 18). The deputy's seniority will date back to his/her first day worked.

20.3. Seniority List Posting. The Sheriff's Office shall post a current seniority list provided by Human Resources for each classification in accordance with section 20.2. Such list shall be reviewed and up-dated yearly. In case of dispute, official records shall be those maintained in the Human Resources Division.

20.4. Lay-Off.

A. Definition of Lay-Off:

1. Any involuntary separation of a regular employee from the County due to the elimination of a position.
2. Any involuntary change in employment classification which does not include a disciplinary action.
3. Any involuntary reduction of hours which does not include a disciplinary action.

B. Notice and Order of Layoff. Each employee laid off within the employee's particular division shall be laid off in order of least seniority to greatest seniority within their classification.

1. Employees working within the classification and the division in which a lay off is to occur may volunteer to be laid off.
2. Temporary employees working within the affected classification and division shall be terminated before any permanent employees are laid off.
3. The County shall give the affected employee(s) a minimum of thirty (30) calendar day's notice of lay off.

C. Bumping Rights: An employee who is laid off may, if s/he chooses, bump an employee with less seniority in the same or lower classification within a division or in the same or lower classification previously held by the deputy within the last two years.

20.5. Temporary Position Hours: All temporary position hours will be offered to employees on lay-off status beginning with those positions within the employee's classification. Retention of laid-off employees in temporary positions will be determined by duty performance.

20.6. Recall. Recalls shall be used to place a laid-off deputy back into his or her former classification.

Recalls shall not be used to promote a deputy or to place a deputy into a classification where they do not hold current certification.

When a deputy is laid off, he or she shall be placed on a recall list for eighteen (18) months. If a position in the laid-off deputy's former classification opens during that time, the deputy shall be recalled, provided he/she is qualified at the time of recall to perform the work of the position. A deputy may be recalled to a position in another classification if he/she holds current certification in that classification and there is no recall list for that classification.

Recall shall occur in inverse order of lay off.

A recalled deputy shall not serve a new probationary period.

A recalled deputy shall be notified of recall by first class mail, and shall have fourteen (14) days from the date of the postmark on the mailing of the notice in which to report for work. Official records of the mailing of notices are those maintained in Human Resources. It shall be the employees absolute and complete responsibility to maintain his/her current address information with the Benton County Human Resources Division at all times during his/her listing on the recall list. The address currently on file will be used for the notice and any failure to reach a laid-off deputy at that address shall not be attributable to the County.

In the event the employee declines the recall s/he shall be removed from the recall list.

20.7. Filling of Vacancies With No Deputies on Recall List. If there are no deputies on the recall list at the time recruitment for a bargaining unit vacancy begins and if the Department wishes to fill the vacancy, the Human Resources Division shall openly recruit for the vacant position to fill the vacant position pursuant to County Policy. At the sole discretion of the Sheriff, a specific recruitment may be closed to all but current deputies.

20.8. Filling of Vacancies in General. Nothing in this Article shall require the hiring of any person who is not at least minimally qualified for the position at the time of hiring.

Should any deputy currently employed by the Department or on the recall list apply for any bargaining unit opening, he or she shall be granted an interview for the position if they meet the minimum qualifications.

20.9. Continuous Service. A deputy's seniority in the bargaining unit shall be considered broken by voluntary resignation from the department, discharge for just cause, retirement, layoff in excess of eighteen (18) months and successful promotion (completion of the

probationary period) out of the bargaining unit.

If an Association Member is successfully promoted out of the bargaining unit and returns within two (2) years to the bargaining unit, his/her seniority date will be recalculated to include that time away. If, after two years the deputy returns to the bargaining unit, the seniority date will be reset starting at the first day worked upon return as a bargaining unit member and will not include previous service in the bargaining unit or that time away from the bargaining unit.

If, without leaving the bargaining unit, a member voluntarily transfers to another division or classification and returns to their previous division or classification, his/her seniority date will be recalculated to include that time away.

Continuous service will not be broken by military, FMLA, unpaid leaves of absence, or disability leaves.

ARTICLE 21. SAFETY.

21.1. Safety Rules. All deputies shall comply with all safety rules and regulations established by the County. The Association may report any unsafe act, conditions, or equipment to the County. No deputy shall be expected to operate any equipment that would cause imminent danger, or would reasonably be considered to be unsafe by a normally prudent individual. The Association and the County will jointly staff the Sheriff's Office Safety Committee.

ARTICLE 22. RETIREMENT PROGRAM.

22.1. Public Employee's Retirement System (PERS). During the term of this agreement, the County shall continue to participate in the Public Employee's Retirement System (PERS) for eligible employees. The County shall pick-up, assume and pay the employee's contribution to PERS subject to the Oregon Administrative rules pursuant to PERS statutes

22.2. Oregon Public Service Retirement Plan (OPSRP). During the term of this agreement the County shall continue to participate in the Oregon Public Service Retirement Plan (OPSRP) for eligible employees. The County shall pick-up, assume and pay the employee's contribution to OPSRP in accordance with ORS 238A.335(1) and (2)(a) subject to the Oregon Administrative rules pursuant to OPSRP statutes.

ARTICLE 23. DISCIPLINE.

23.1. Corrective Discipline. The County agrees with the tenets of progressive and corrective discipline when appropriate. The County shall neither discipline nor discharge any post-probationary deputy without just cause. Pursuant to this Section, "just cause" means:

" . . . a cause reasonably related to the employee's ability to perform required work. The term includes any willful violation of reasonable work rules, regulations or written policies . . ."
[ORS 236.350(3)]

23.2. Removal of Discipline. Any written warning in a deputy's personnel file will be removed after three (3) years upon application by the deputy, provided that there has been no recurrence of the type or kind of conduct giving rise to the warning. In the event the deputy fails to request removal in a timely manner, no written warning may be considered after three (3) years (absent recurrence) and shall be removed when discovered.

23.3. Administration of Discipline. Discipline will be administered in a manner which will not embarrass the deputy before other deputies or the public.

23.4. Presence of Association Representative. A deputy shall have the right to have an Association representative of his/her choosing present during disciplinary meetings so long as the choice does not cause a delay of more than forty-eight (48) hours. If the purpose of an interview relates to the disciplinary process, the deputy shall be so advised.

23.5. Notice to the Association. When any written discipline is administered to a deputy, a copy will be forwarded by the County to the Association within seven (7) days of the action taken.

ARTICLE 24. MISCELLANEOUS PROVISIONS.

24.1. Mileage Pay. Any deputy required to use his/her personal vehicle in the performance of his/her duties for Benton County shall be paid at the rate set by the I.R.S. All such mileage shall be authorized in advance by an appropriate supervisor, and must be documented on a reimbursement form approved by the Finance Director.

24.2. Bargaining Unit Work. Employees outside the bargaining unit shall not on a regular basis perform work regularly performed by deputies in the bargaining unit that would result in the lay-off of bargaining unit deputies.

24.3. FTE Modification. When a position's established FTE is temporarily changed (increased or decreased) for a period of at least fourteen (14) days, all appropriate benefits shall be pro-rated accordingly on the first of the month following the actual change of FTE.

24.4. Personnel Files. Each deputy, upon reasonable notice, shall have the right to review and/or make copies of his/her personnel file. No derogatory material of any kind may be placed in any deputy's personnel file until a copy of said material has been first given to the deputy and the deputy has signed the material. In the event the employee refuses to sign the material, the County may place the document in the file, provided it is signed by two (2) management or supervisory employees and mailed to the employee's address of record. A deputy may file a grievance concerning any material in his/her file which he/she believes is improper. No written documentation concerning any deputy shall be deemed official or usable in any action unless it is date-stamped by the Personnel Department and filed in the deputy's personnel file maintained in the Personnel Department.

24.5. Time Limit Waivers. Any time limits established in this agreement may be waived through mutual consent of the parties.

24.6. Waivers. A provision of this agreement may be waived only by written instrument executed by the party waiving compliance. No waiver of any provision of this agreement shall constitute a waiver of any other provision whether or not similar nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or any other provision. For the purposes of this provision the Association shall act on behalf of individual employees.

24.7. Lodging and Meal Cost. Reimbursement of lodging and meal costs in connection with required travel on official authorized County business shall be made in accordance with applicable County reimbursement policy, upon presentation of supporting receipts/documents. When such costs exceed the County's reimbursement policy, and the deputy utilized prudent and reasonable considerations, the finance director may, upon request, reimburse the entire expenses. Expenses will be critically reviewed, and excessive expenses will not be allowed.

ARTICLE 25. GRIEVANCE PROCEDURE.

25.1. Grievance Definition. A grievance is a dispute raised by a deputy or the Association against the County, and shall be limited in scope to the interpretation and/or the application of specific Articles, Sections, and provisions of this agreement. Unless otherwise designated by the Board of Commissioners, the Personnel Director shall serve as the Designee of the Board of Commissioners at step 3 of this procedure. All matters relating to grievances shall be directed to him/her.

25.2. Time Periods and Notice Stipulations. Time limits established herein may be waived through the written mutual consent of the parties. However, absent the written consent of the parties, failure of the deputy or the Association to submit or prosecute a grievance in accordance with time and notice limits established herein shall constitute abandonment of the grievance.

Failure of the County to respond to a grievance within the time limits herein shall result in the Association having the absolute right to elevate the grievance within fourteen (14) days

to the next higher step in the grievance procedure. A grievance may be dismissed at any time, and at any step, upon receipt by the Designee of the Board of Commissioners of a signed statement from the aggrieved deputy and/or the Association, that the dispute has been resolved or withdrawn.

25.3. Informal Discussion Permitted. Nothing in this Article is intended to prohibit informal discussions relating to a potential grievance between the deputy and/or the Association and the immediate supervisor, provided that the time limits set forth in Sections 25.2 and 25.6 of this Article are adhered to.

25.4. Confidentiality. All proceedings and evidence of any kind whatsoever that are related to grievances shall be considered exempt from public disclosure.

25.5. Exclusive Remedy. Grievances shall be commenced and processed according to this Article. The parties mutually acknowledge that this Article sets out the exclusive and binding process for the resolution of grievances.

25.6. Grievance Procedure.

A. Grievances at step 1.

1. A grievance at step 1 shall be initiated by the filing of a written grievance by the Association or aggrieved deputy with the deputy's Division Lieutenant within fourteen (14) days following the occurrence of the circumstance(s) giving rise to the grievance, or the first date when the circumstance(s) should have been known.
2. All written grievances shall include the following information. Grievance filings that are deficient in one or more of the items noted in "a" through "f" below shall be returned to the person who filed the grievance to be conformed to these requirements, and the time period to file the grievance shall be extended by seven (7) additional days, beginning on the date the grievance is returned.
 - a. The grievant(s).
 - b. The date of the circumstances giving rise to the grievance, and the date the deputy had first knowledge thereof.
 - c. A clear and concise statement of the grievance, including relevant facts, which give a full and objective understanding of the deputy's grievance.
 - d. The specific Article, Section, or provision of this agreement alleged to have been violated. Ambiguous statement such as "any Article or Section which may apply," shall not be considered in compliance with this Section.

- e. The remedy or relief sought by the deputy.
 - f. The signature of the person submitting the grievance.
3. The Division Lieutenant shall respond in writing to the person filing the grievance within fourteen (14) days following receipt of the written grievance. This written response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance.
 4. If the grievant is satisfied with the Division Lieutenant's written response, the grievance shall be deemed resolved without further action. If the grievant is not satisfied with the written response, the grievant or the Association may elevate the grievance to step 2 as follows:

B. Grievances at step 2.

1. Within fourteen (14) days following the Division Lieutenant's written response at step 1, the grievant and/or the Association shall file with the Sheriff a copy of the grievance submitted at step 1, together with the Division Lieutenant's response, or a statement that the supervisor failed to respond within the time limit provided herein.
2. The Sheriff shall respond in writing to the person filing the grievance within fourteen (14) days following receipt of the required grievance documents, and the Sheriff may also meet with the grievant and/or the Association to clarify the issues presented in the grievance.
3. If the grievant deputy is not satisfied with the Sheriffs response, the grievant deputy or the Association may elevate the grievance to step 3 as follows:

C. Grievance at step 3.

1. If the grievance is still unresolved, within ten (10) working days following the written response at Step 2, the grievant employee and/or the Association may file the Step 3 grievance with Human Resources. The Parties, which may include the grievant (s), an Association Representative, the Association attorney, a Human Resources representative, and two other management representatives, shall meet within fifteen (15) working days to review the facts. The goal of this step is to achieve cost efficient and timely resolution through a problem-solving process, which could include a mediator by mutual agreement. Both parties will share any costs of mediation equally.
2. In the event, the Parties are unable to reach a consensus regarding a resolution of the grievance or resolution is not reached at mediation, the

Association may refer the matter to an arbitrator (Step 4) for final determination. The Association shall give the County written notice of its intent to refer the matter to arbitration within ten (10) working days of the last Step 3 meeting or the last mediation session.

D. Grievances at step 4.

1. Grievances unresolved at Step 3 shall be elevated to Step 4 as follows:
 - a. If the County and the Association do not agree on a private arbitrator within fourteen (14) working days of the notice of intent to arbitrate, the Association shall request a list of five potential arbitrators from the Oregon State Conciliator. Within fourteen (14) days of receipt of the list of potential arbitrators, final selection shall be accomplished by the County and the Association alternatively crossing off one of the five (5) named arbitrators until only one remains. The party who strikes the first name shall be selected by lot.
 - b. The decision of the arbitrator shall be final and binding on the parties, however the arbitrator shall not have authority to alter, modify, amend, vacate or change any terms or conditions of this agreement. This provision is not intended to prevent either party from any administrative or statutory relief they may otherwise have to appeal an arbitrator's award.
2. Nothing in this Article is intended to prevent a mutually acceptable settlement prior to or during the arbitration procedure.
3. If arbitration is utilized, all of the arbitrators costs incurred shall be born entirely by the losing party. Each party is responsible for their own costs, including representation and/or witness fees.

25.7. Absence From Work Station. One Association representative, who represents a grievant or the Association at a meeting or grievance hearing pursuant to this Article, shall be permitted to be present without loss of pay, following reasonable notice to the Sheriff. One (1) Association representative shall be permitted to be present without loss of pay.

ARTICLE 26. SAVING CLAUSE.

26.1. Definition. Should any Article, Section or portion of this agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, or by a court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion directly specified in the decision. Upon the issuance of any such

decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion. All other portions of this agreement, and the agreement as a whole, shall continue without interruption except those remaining provisions which are so essential and inseparably connected with and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this agreement.

26.2. Discovery By The Parties. Should the Parties independently discover any portion(s) of this agreement that are unlawful, the provisions of Section 26.1 shall apply.

ARTICLE 27. DEFENSE AND INDEMNIFICATION.

27.1. Reimbursement. The County agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member in which the member is a suspect in criminal arising out of the course and scope of the Association member's performance of his or her duty as an officer for Benton County. The County's obligation of reimbursement is subject to the conditions set forth in sections for 27.2 Reimbursement Procedure.

27.2. Reimbursement Procedure. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Benton County Deputy Sheriff's Association and the County Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list.

27.2.1. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the County Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the County Attorney does not object to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the County's obligation to reimburse will arise only if the County Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.

27.2.2. Estimate of Legal Fees. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the County, at no cost to the County, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the County Attorney, the Sheriff, Human Resources Department and the Association.

27.2.3. Billing. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$150.00 per hour. If the County, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution.

27.2.4. Binding Decision. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the County's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Association member.

27.3. Denial of Reimbursement. Reimbursement will not be made in those instances where:

- a. The Association member was not performing within the course and scope of his or her duties as an officer Benton County;
- b. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
- c. The Association member is demoted, suspended, or terminated based upon Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is set aside in total on grievance appeal;
- d. The Association member resigns his or her employment with the County for any reason;
- e. The County shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elects to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
- f. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or
- g. The County shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

27.4. Reimbursement Due Date. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- a. Legal fees relating to a grand jury investigation and/or appearance shall not exceed \$5,000.
- b. Legal fees relating to post-grand jury indictment or other charging instrument shall not exceed \$10,000.
- c. Total legal fee reimbursement shall not exceed \$15,000.

ARTICLE 28. EMPLOYEE BILL OF RIGHTS.

28.1. In the event that a complaint is levied against an employee that causes the Sheriff's Office to conduct a non-criminal Investigation, the following protections shall accrue to the employee being investigated:

1. Within five (5) business days of beginning the processing of a complaint, which is defined as when the Sheriff assigns or authorizes the incident to be investigated pursuant to the Citizen's Complaint Policy and/or Investigations Policy, against an employee, the sheriff or his/her designee will notify the employee in writing that a complaint has been received and the nature of the complaint. E-mail shall satisfy the requirement of written notification.
2. Prior to an interview of the employee as provided herein, the employee shall be given notice of the nature of the complaint and the basis of the allegations levied against said employee and sufficient facts to inform the employee of the circumstances surrounding the allegations under investigation. The employee shall be provided a copy of the complaint prior to an investigatory interview.
3. Investigations will be conducted under the guidelines contained in Article 23, Discipline. Association members shall not conduct internal affairs investigations on the County's behalf. No more than two County representatives or investigators may be present or question the employee during the interview. At least one person must have the authority to compel the employee to participate in the interview.
4. Any complaint not placed in writing shall not serve as the basis of an Internal Affairs Investigation.
5. All reasonable efforts shall be made to conclude investigations within 30 days of intake.
6. The employee shall be informed of the outcome of the investigation.

7. Unless the seriousness of an investigation requires otherwise, all employee interviews will be conducted while the employee is on duty, or during the officer's normal waking hours, or at a time mutually acceptable to the employee and the County. If an employee has been placed on Administrative leave, the interview will take place during the day between 8 AM and 5 PM.
8. The County will provide reasonable breaks during the interview. The interview shall not take an unreasonable amount of time.
9. The employee, his representative or the County may record the interview. If any party records and/or transcribes the interview, it shall provide a copy of the recording and/or transcript to the requesting party.
10. The County shall not require the chosen representative to disclose any statements made by the employee to the representative which were made for the purposes of the representation.
11. At least forty-eight (48) hours prior to the due process hearing, the County shall provide to the employee and the Association a copy of the internal affairs investigation report.

ARTICLE 29. TERMINATION.

29.1. Definition. This agreement is effective July 1, 2010, through June 30, 2013. It shall be automatically renewed in its present form from year to year, unless either party notifies the other in writing not later than March 1st preceding the expiration of the agreement that it wishes to initiate labor negotiations. Upon receipt of a written timely notice, the parties shall thereafter meet within twenty calendar (20) days.

29.2. Timely Notice. It is the intent of the parties that notice to negotiate must be timely. If either party fails to observe the notice date of March 1st, it will relinquish the right to negotiate for that year; however, negotiations may thereafter be initiated with mutual consent of the parties.

29.3. Amending the Agreement. This agreement may be amended at any time by mutual consent of the parties. All such amendments must be in writing and signed by the parties.


29.4. This Agreement shall remain in full force and effect throughout all negotiations and proceedings for a successor agreement.

RATIFICATION SIGNATURES.

Entered this 29 day of JUNE, 2010.

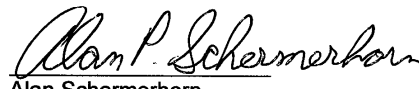
FOR THE COUNTY

FOR THE ASSOCIATION

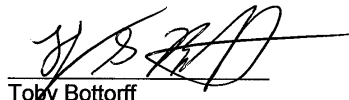

Diana Simpson
Sheriff


Ben Drongesen
President, BCDSA


Annabelle Jaramillo
Board Chair


Alan Schermerhorn
Vice President, BCDSA


Tracy Martineau
Human Resources Director


Toby Bottorff
Treasurer, BCDSA